

# Send4Sign



## Privacy Policy Requirements Terms and Conditions



2178 Dividend Drive  
Columbus, OH 43228

### Send4Sign Support

EMAIL:  
[support@my.send4sign.com](mailto:support@my.send4sign.com)

PHONE:  
(833) 570-7446

### Send4Sign Sales

EMAIL:  
[sales@send4sign.com](mailto:sales@send4sign.com)

PHONE:  
(833) 570-7446



# Privacy Policy

Effective January 28, 2019

## Goal

Send4Sign's primary goal in collecting information is to use such information to assist us in serving you. We also request information in order to provide and improve our website, services, features and content, and to administer our relationship with you (together, the "Service").

## General

This Privacy Policy is provided to inform you of our policies and procedures regarding the collection, use and disclosure of your personal information, whether that information comes from send4sign.com (the "Service"), purchases you make, your other communications to us, or documents you upload.

We update this Privacy Policy from time to time. We will notify you of any material changes to this policy by posting a new Privacy Policy on our Site and either email you or notifying you through the Service or both.

As used in this policy, the terms "using" and "processing" information include using cookies on a computer, subjecting the information to statistical or other analysis, and using or touching information in any way, including but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing, and transferring information within the United States or internationally.

## Personally Identifiable Information

- When you use the Site or make a purchase directly through Send4Sign, and when you register or otherwise communicate with us, we may receive personally identifiable information about you. This refers to information about you that when on its own or in combination with other identifiers can be used to contact or identify you ("**Personal Information**"). Personal Information includes, without limitation, your name, home or other physical address, an e-mail address, phone number or other contact information, credit card number, and billing information. We also collect information that you provide that is not itself Personal Information (including, for example and without limitation, your zip code or individual preferences) ("**Non-Identifying Information**").
- We will use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) to provide the Service, complete your transactions, and administer your inquiries.
- We will also use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) to contact you with Send4Sign newsletters, marketing and promotional materials, e-mails, updates, and other information that may be of interest to you. All subscribers will be given the opportunity to opt out of receiving any such communications from us. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your "user preferences" information. (See "Changing or Deleting Information" below.)
- Certain Non-Identifying Information will be considered a part of your Personal Information if it is combined with other identifiers (for example, combining your zip code with your street address) in a way that identifies you. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other Non-Identifying Information. We may combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other users to attempt to provide you with a better experience, to improve the quality and value of the Service, and to analyze and

understand how our Site and Service are used. We may also use it combined but not aggregated to serve you specifically, for instance to deliver a meal to you according to your dietary requests.

## Log Data

When you use the Service, our servers automatically record information that your browser sends whenever you visit a website ("Log Data"). This log data may include information such as your computer's Internet Protocol (IP) address, browser type or the website from which you are visiting, pages of our site that you visit, the time spent on those pages, information you search for, access times and dates, and other statistics. We may use this information to monitor and analyze use of the Site and the Service and for the Site's technical administration, to increase the Site's functionality and user-friendliness, and to better tailor the Site to our visitors' needs. For example, to debug problems and to optimize latency. Logs are rotated and this type of information is removed after several days.

## Cookies

Like many websites, we will use "cookies" to collect information. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use cookies for two purposes. First, we will utilize persistent cookies to save your registration ID and login password for future logins to the Site. Second, we will utilize session ID cookies to enable certain features of the Site, to better understand how you interact with the Site, and to monitor aggregate usage by Send4Sign Users and web traffic routing on the Site. Unlike persistent cookies, session cookies are deleted from your computer when you disconnect from the Site and Service and close your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

## E-mailing

The Service uses email for a variety of purposes, for example to notify you that your document has been signed or to notify others that you want them to sign your document. When you provide your own email address it will be used for the purpose of sending and receiving documents, administering your account, to update you about service interruptions, features, and marketing related to the Service. When you provide someone else's email address, it will be used only to notify them that you would like them to sign your document. Send4Sign will not otherwise email those recipients unless they have independently opted to create an account.

If you would like to continue to receive Send4Sign marketing and promotion emails and avoid having them be classified as spam, please add [noreply@send4sign.com](mailto:noreply@send4sign.com) to your address book or safe list now.

## Information Sharing and Disclosure

### Subscribers

When you register through the Site, other users will not see you until they either (a) they receive a signature request from you, or (b) type your email address for the first time. After that, your email address will be permanently added to their list of potential signers.

**Aggregate Information and Non-Identifying Information.** We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

**Service Providers.** We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services (e.g., without limitation, maintenance services, database management, Web analytics, and improvement of the Site's features), or to assist us in analyzing the use of our Site and Service. These third parties have access to your Personal Information only to perform these tasks on our behalf and are contractually obligated not to disclose or use it for any other purpose.

## Compliance with Laws and Law Enforcement

### Uploaded documents

Send4Sign complies with the law. Documents that you upload are held in Columbus, Ohio and is subject to the legal jurisdictions thereof. Send4Sign will release your documents to the requesting parties upon presentation of a valid warrant or court order.

## Personal Information

Send4Sign may cooperate with government and law enforcement officials and private parties to enforce and comply with the law by disclosing your Personal Information to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas and notice of class certification), to protect the property and rights of Send4Sign or a third party, to protect the safety of the public or any person, or to prevent or stop any illegal, unethical, or legally actionable activity. This paragraph does not extend to documents that you have uploaded.

## Business Transfers

Send4Sign may sell, transfer, or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, reorganization, or sale of assets, or in the event of bankruptcy. If the new entity wishes to make additional uses of your information different from those described in this Privacy Policy, you will have the opportunity to decline such use at that time.

## Changing or Deleting Your Information

All subscribers may review, update, correct or delete the Personal Information in their registration profile by logging onto your account. If you completely delete all such information, then your account may become deactivated. If you would like us to delete your record in our system, please contact us and we will accommodate your request within three (3) business days if we do not have any legal obligation to retain the record. See below for privacy contact information.

## Security & International Transfer

Send4Sign is very concerned with safeguarding your information. We employ administrative, physical, procedural, and technological measures designed to protect your information from unauthorized access. This includes utilizing Secure Sockets Layer (SSL) software, which encrypts the information you input and upload, and storing your information behind a firewall designed to block access from outside our network. Your information may be transferred to and maintained on computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your information is processed and stored in Columbus, OH. Your consent to this policy followed by your submission of Personal Information represents your agreement to that transfer.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your electronically stored Personal Data (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on this Site in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

## Our Policy Toward Children

Our Site is not directed to children under 18. We will not knowingly collect personally identifiable information from children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at Send4Sign, [support@my.send4sign.com](mailto:support@my.send4sign.com). If we become aware that a child under 13 has provided us with Personal Information, we will delete such information from our files.

## Contacting Us

If you have any questions about this Privacy Policy, please contact us at [support@my.send4sign.com](mailto:support@my.send4sign.com).



# Requirements

## Client Side

- **PC with browser**
- **USB Signature pad (Optional)**
- **Windows 7 or newer**
- **Microsoft Edge, Internet Explorer 11, Mozilla Firefox, or Google Chrome browser**
- **SignatureDriver software (Optional)**

## USB Signature Pads that Work without Additional Software

You can use these signature pads, or a mouse or stylus on a touchscreen, anytime that a handwritten signature is requested without installing any additional software.

### Supported signature pad devices:

- **Scriptel**  
ScripTouch Slimline LCD (ST1571), ScripTouch Compact LCD (ST1551), ScripTouch Slimline 1x5 (ST1476), ScripTouch Desktop LCD (ST1501B), ScripTouch Desktop 1x5 (ST1401), ScripTouch Magstripe LCD (ST1526)

For every other signature pad, you will need our SignatureDriver software. See the next section.

## USB Signature Pads that Require SignatureDriver Software

SignatureDriver is a standalone application that communicates with a USB connected signature pad using native libraries and with the Send4Sign frontend application in a browser using websocket technology. Everything the driver requires is packed in the installation file, therefore there are no software prerequisites. Send4Sign supports Windows 7 and newer operating systems.

### Supported signature pad devices:

- **Scriptel**  
ScripTouch Slimline LCD (ST1570), ScripTouch Compact LCD (ST1550), ScripTouch Slimline 1x5 (ST1475), ScripTouch Desktop LCD (ST1500B), ScripTouch Desktop 1x5 (ST1400), ScripTouch Magstripe LCD (ST1525)
- **Wacom**  
DTU-1141B, STU-430, STU-520, STU-530, STU-540
- **StepOver**  
duraSign Brilliance, naturaSign Colour, naturaSign Mobile, naturaSign Classic, naturaSign Flawless, naturaSign Comfort
- **Hanvon**  
SignPro 5
- **Signotec**  
Omega, Sigma
- **Other makers**

Send4Sign is compatible with nearly all major signature pad brands. If your pad is not listed here, please contact us at [support@my.send4sign.com](mailto:support@my.send4sign.com) to check compatibility.



# Terms and Conditions

Hello, and welcome to Send4Sign. Please read our Terms and Conditions of Use ("Terms") and Privacy Policy carefully because they affect your legal rights, including an agreement to resolve any disputes that may arise between us on an individual basis instead of by class actions and without jury trials. Here we go...

## 1 Introduction

Thanks for choosing Send4Sign ("we", "us", "our"). By signing up or otherwise using the Send4Sign service, websites, and software applications (together, the "Send4Sign Service" or "Service"), or accessing any content or material that is made available by Send4Sign through the Service (the "Content") you are entering into a binding contract with Scriptel Corporation of Ohio.

Use of the Send4Sign Service relies on several technical requirements.

Your agreement with us includes these Terms and Conditions of Use ("Terms") and our Privacy Policy. (The Terms, Privacy Policy, and any additional terms that you agree to, as discussed in the Entire Agreement section, are referred to together as the "Agreements".) If you wish to review the terms of the Agreements, the effective version of the Agreements can be found on Send4Sign's website. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Send4Sign Service.

Please read this Agreement carefully. It covers important information about the Send4Sign Service provided to you and any charges, taxes, and fees we will charge you. The Agreements include information about future changes to the Agreement, Export, Payments, Renewals, and Cancellations, limitations of liability, privacy information, and dispute resolution.

In order to use the Send4Sign Service you need to (1) be 18 or older, or be 13 or older and have your parent or guardian's consent to the Agreements, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) be resident in the United States. You also promise that any registration information that you submit to Send4Sign is true, accurate, and complete, and you agree to keep it that way at all times.

## 2 Changes to the Agreement

Occasionally we may, in our discretion, make changes to the Agreements. When we make material changes to the Agreements, we'll provide you with prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate the Agreements by contacting us at [support@my.send4sign.com](mailto:support@my.send4sign.com).

## 3 Enjoying Send4Sign

Here's some information about all the ways you can enjoy Send4Sign.

### 3.1 Our Services & Paid Subscriptions

Send4Sign provides an electronic signature solution for individuals and businesses of any size. Signing a document is always free. We may charge you to send documents to be signed. We have several subscription plans available from free to an unlimited number of documents. The free plan is currently referred to as BASIC. It does not automatically add any document credits each month. The subscription plan currently referred to as STANDARD has a recurring fee and adds document credits each month. The plan currently referred to as BUSINESS allows an unlimited number of documents to be sent for signing. We reserve the right to change the terms

of these plans without notice so long as you do not lose a service for which you have already paid. Learn more about our plans by visiting our website.

### 3.2 Codes and other pre-paid offers

If you have purchased or received a code, gift card, pre-paid offer or other offer provided or sold by or on behalf of Send4Sign for access to a Paid Subscription ("Code"), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions.

### 3.3 Trials

Send4Sign offers a free TRIAL subscription which is identical to the BASIC plan with the addition of some free trial document credits. If you are still on the TRIAL plan after 30 days, the free trial credits expire.

### 3.4 Document storage

When you use our service, you're trusting us with your information. We understand this is a big responsibility and work hard to protect your information and put you in control. Send4Sign allows you to upload, submit, store, send and receive pdf documents. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours. We may analyze your documents to help us improve the signing experience. You may delete a document at any time. However, sending a document to others for their signature creates a copy of the document. The recipient controls the life of their copy. If you are on a paid subscription plan, we will retain your document until you tell us to delete them. If you are on a free plan, we may delete your documents after one year after the most recent modification to the document. In any event, if you direct us to close your account we will permanently delete all of your documents.

## 4 Rights we grant you

The Send4Sign Service is the property of Send4Sign or Send4Sign's licensors. We grant you a limited, non-exclusive, revocable license to make use of the Send4Sign Service. This License shall remain in effect until and unless terminated by you or Send4Sign.

The Send4Sign software applications are licensed, not sold, to you, and Send4Sign and its licensors retain ownership of all copies of the Send4Sign software applications and Content even after installation on your personal computers, mobile handsets, tablets, and/or other relevant devices ("Devices").

All Send4Sign trademarks, service marks, trade names, logos, domain names, and any other features of the Send4Sign brand ("Send4Sign Brand Features") are the sole property of Send4Sign or its licensors. The Agreements do not grant you any rights to use any Send4Sign brand.

Third party software (for example, open source software libraries) included in the Send4Sign Service are licensed to you either under the relevant third party software library's license terms as published in the help or settings section of our desktop and mobile client and/or on our website.

You have a right to be forgotten. Upon request, within three (3) business days, Send4Sign will delete your account, all documents associated with the account, and all references to your personal information, including your email address and user name. To be forgotten, email your request to [support@my.send4sign.com](mailto:support@my.send4sign.com) from the email address associated with your account.

## 5 Third party applications

The Send4Sign Service is integrated with third party applications, websites, and services ("Third Party Applications") to make available content, products, and/or services to you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Send4Sign does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

## 6 Rights you grant us

### 6.1 Use of your hardware

In consideration for the rights granted to you under the Agreements, you grant us the right to allow the Send4Sign Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service.

## 6.2 Use of your feedback

If you provide feedback, ideas or suggestions to Send4Sign in connection with the Send4Sign Service ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Send4Sign to use that Feedback without restriction and without payment to you.

## 7 User guidelines

Send4Sign respects intellectual property rights and expects you to do the same. We've established a few ground rules for you to follow when using the Service, to make sure Send4Sign stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

### **The following is not permitted for any reason whatsoever:**

- Using the Send4Sign Service to import or copy any local files you do not have the legal right to import or copy;
- Reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the Send4Sign Service, Content or any part thereof unless permitted by applicable law;
- Circumventing any technology used by Send4Sign, its licensors, or any third party to protect the of other users on the Service;
- Selling, renting, sublicensing or leasing of any part of the Send4Sign Service;
- Circumventing any territorial restrictions applied by Send4Sign or its licensors;
- Artificially increasing the document credits or otherwise manipulating the Services by using a script or other automated process;
- Removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the Send4Sign Service;
- Providing your password to any other person or using any other person's username and password;

### **Please respect Send4Sign and other users of the Send4Sign Service. Don't engage in any activity, send any User Content, or register and/or use a username, which is or includes material that:**

- Is offensive, abusive, defamatory, pornographic, threatening, or obscene;
- Is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of Send4Sign or a third party;
- Includes your password or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data;
- Includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;
- Is intended to or does harass or bully other users;
- Impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
- Uses automated means to artificially promote content;
- Uses the Send4Sign Service to transmit unsolicited mass mailings or other forms of spam ("spam"), junk mail, chain letters, or similar;
- Uses the Send4Sign Service to store large amounts of data without sending for signature;
- Interferes with or in any way disrupts the Send4Sign Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Service or Send4Sign's computer systems, network, usage rules, or any



of Send4Sign's security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or

- Conflicts with the Agreements, as determined by Send4Sign.

You acknowledge and agree that engaging in any of the forgoing activities may result in the immediate termination or suspension of your Send4Sign account.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

## 8 Service limitations and modifications

Send4Sign will make reasonable efforts to keep the Send4Sign Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Send4Sign reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Send4Sign Service, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Send4Sign Service or any function or feature thereof. Notwithstanding the foregoing, if you have prepaid fees for Paid Subscriptions that Send4Sign permanently discontinues prior to the end of the Pre-Paid Period (defined in the Payments, renewals, and cancellations section), Send4Sign will refund you the prepaid fees for the Pre-Paid Period after such discontinuation. You understand, agree, and accept that Send4Sign has no obligation to maintain, support, upgrade, or update the Service. This section will be enforced to the extent permissible by applicable law.

## 9 Customer support

For customer support with account-related and payment-related questions ("Customer Support Queries"), please submit a ticket to our Customer Service department by emailing [support@my.send4sign.com](mailto:support@my.send4sign.com) or calling 833-570-7446. We endeavor to respond to all Customer Support queries within 2 business hours, but we make no guarantees or warranties of any kind that any Customer Support queries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer any such queries.

## 10 Payments, renewals, and cancellations

Paid Subscriptions are purchased directly from Send4Sign through the Service. Subscriptions payments are charged monthly or annually. Subscriptions refresh your document credit to the amount specified in the subscription. You may cancel your subscription through the Service which will cause stop automatic renewals.

Send4Sign may change the price for Paid Subscriptions and will communicate any price changes to you in advance. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date specified in the notice of price change. As permitted by local law, you accept the new price by continuing to use the Send4Sign Service after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your Send4Sign Subscription prior to being charged the new price. Please make sure you read any such notification of price changes carefully.

If you believe you are entitled to receive a refund of any monies paid to Send4Sign, please send an email to [support@my.send4sign.com](mailto:support@my.send4sign.com) or call 833-570-7446.

## 11 Term and termination

The Agreements will continue to apply to you until terminated by either you or Send4Sign. However, you acknowledge and agree that the perpetual license granted by you in relation to Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. Send4Sign may terminate the Agreements or suspend your access to the Send4Sign Service at any time, including in the event of your actual or suspected unauthorised use of the Send4Sign, or non-compliance with the Agreements. If you or Send4Sign terminate the Agreements, or if Send4Sign suspends your access to the Send4Sign Service, you agree that Send4Sign shall have no liability or responsibility to you, and Send4Sign will not refund any amount that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Send4Sign account, please contact us by email at [support@my.send4sign.com](mailto:support@my.send4sign.com) or call 833-570-7446.

Sections 6.2, 7, 8, 11, 13, 14, 16 herein, as well as any other sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

## 12 Documents and Signatures

Send4Sign's provision of the Send4Sign Signature service is conditioned on your acknowledgement of and agreement to the following:

12.1 The Service facilitates the execution of eDocuments between the parties to those eDocuments. Nothing in this Agreement may be construed to make Send4Sign a party to any document processed through the Service, and Send4Sign makes no representation or warranty regarding the transactions sought to be effected by any document;

12.2 You have exclusive control over and responsibility for the content, quality, and format of any document that you upload.

12.3 Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. Send4Sign is not responsible for determining whether any particular document (i) is subject to an exception to applicable electronic signature laws; (ii) subject to any particular agency promulgations; or (iii) whether it can be legally formed by electronic signatures;

12.4 Send4Sign is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, Send4Sign is not responsible for providing documents to third parties;

12.5 Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. Send4Sign does not and is not responsible to: (i) determine whether any particular transaction involves a "consumer;" (ii) furnish or obtain any such consents or determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures currently or previously given; (v) provide any such copies or access, except as expressly provided in the Documentation for all transactions, consumer or otherwise; or (vi) otherwise to comply with any such special requirements; and

12.6 it is your responsibility to determine whether any "consumer" is involved in any document presented for processing, and, if so, to comply with all requirements imposed by law on such documents for their formation.

## 13 Warranty and disclaimer

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE SEND4SIGN SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SEND4SIGN SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SEND4SIGN AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER SEND4SIGN NOR ANY OWNER OF CONTENT WARRANTS THAT THE SEND4SIGN SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, SEND4SIGN MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), OR ANY HYPERLINKED WEBSITE. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM SEND4SIGN SHALL CREATE ANY WARRANTY ON BEHALF OF SEND4SIGN IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

## 14 Dispute Resolution

### 14.1 Definitions.

**For the purposes of this Section 13:** "Action" means any proceeding in a court of law in connection with, under, or in relation to this Agreement or any Dispute, including, without limitation, any lawsuit, appeal of court decision, appellate process and post-judgment proceeding. "Affiliate" means, with respect to a Party: (a) any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, and the term, "control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of such entity; and (b) the beneficiaries, assignees and successors in interest of such Party and such entity. "Dispute" means any dispute, controversy or claim in connection with, under, relating to or arising out of: (a) this Agreement, its interpretation, or the breach, termination, applicability or validity of this Agreement; (b) the Software, Cloud Services, Documentation; or (c) any other dispute arising out of or relating to the relationship between the Parties. "Legal Costs" means all fees, expenses and costs, including, without limitation, all court costs, all reasonable attorney fees, all expert witness fees, all accountant fees, and all debt collection fees and costs for debt claims unrelated to personal, family or household debt.

### 14.2 Governing Law; Jurisdiction; Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict of laws principles. The Parties hereby irrevocably agree and consent that: (a) the state and federal courts located within Franklin County, Ohio will have the sole and exclusive jurisdiction over any and all Actions; and (b) the venue for any and all Actions will be in Franklin County, Ohio. The Parties hereby waive all claims of immunity from such jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

### 14.3 Waiver of Right to Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY AND ALL ACTIONS. THIS WAIVER WILL BE IRREVOCABLE AND PERPETUAL. EACH PARTY UNDERSTANDS AND ACKNOWLEDGES THAT: (A) IN THE ABSENCE OF THIS SECTION, SUCH PARTY WOULD HAVE HAD A RIGHT TO LITIGATE ACTIONS THROUGH A JURY TRIAL; AND (B) THIS WAIVER IS A SUBSTANTIVE TERM BARGAINED BY THE PARTIES AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT.

### 14.4 No Class Or Representative Proceedings: Class Action Waiver

YOU AND Send4Sign AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Send4Sign agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

### 14.5 Legal Costs Awarded to Prevailing Party

In the event any Action occurs, the prevailing Party shall have the right to recover from the non-prevailing Party, all Legal Costs incurred by the prevailing Party in connection with such Action, including, without limitation, all Legal Costs related to activities occurring before and after the Action is filed or instituted in a court of law, including mediation activities, lawsuit preparation and other pre-lawsuit activities, lawsuit and litigation activities, post-lawsuit activities, and all settlement and negotiation activities. The non-prevailing Party hereby agrees and consents that the court shall award such Legal Costs to the prevailing Party. Without limiting the factors for evaluating whether a Party ("Evaluated Party") has prevailed against the other Party ("Other Party"), the Evaluated Party shall be deemed the prevailing Party in an Action if: (a) the Other Party initiated the Action, and the court dismissed at least the complaint portion of the Action; (b) the court dismissed the Action against the Other Party, whether based on the Other Party's voluntary action, the Evaluated Party's action or the court's compulsion; (c) the Other Party agreed to pay a monetary remedy to the Evaluated Party pursuant to a settlement agreement or consent decree entered into by the Parties after the Action was initiated; or (d) if, pursuant to a court judgment, the Evaluated Party received a monetary remedy that is greater than the monetary remedy (if any) received by the Other Party.

## 14.6 Affiliates

The waivers, consents, covenants and other terms and conditions of this Section 13 shall apply to, and be binding upon, the Affiliates of the Parties. To the extent that any Action involves or relates to any Affiliate of either Party, such Party shall cause such Affiliate to: (a) agree to, and be bound by, the terms and conditions of this Section 13; and (b) sign any confirmations, certifications or other instruments to affirm such agreement of such Affiliate.

## 15 Third party rights

You acknowledge and agree that distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. Other than as set out in this section, the Agreements are not intended to grant rights to anyone except you and Send4Sign, and in no event shall the Agreements create any third party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of the Agreements are not subject to the consent of any other person.

## 16 Entire Agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Send4Sign, the Agreements constitute all the terms and conditions agreed upon between you and Send4Sign and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

## 17 Export

The export laws and regulations of the United States and any other relevant local export laws and regulations will apply to the Send4Sign Service and apps. Such export laws will govern Your use of the Send4Sign Service and apps (including technical data) and any Cloud Services deliverables provided under this Agreement. You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree not to directly or indirectly export any Software or export any data, information, software programs or materials resulting from the Service (or direct product thereof) in violation of these laws. You agree not to use any data, information, software programs or materials resulting from the Service (or direct product thereof) for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or the development of missile technology.

## 18 Force Majeure

Send4Sign will not be responsible for a breach of this Agreement directly caused by any failure or delay of performance if caused by: an act of war, hostility, or sabotage; an act of God; a pandemic; an electrical, internet or telecommunication outage that is not caused by Send4Sign; government restrictions (including the denial or cancelation of any export, import or other license); or another event outside the reasonable control of Send4Sign. Send4Sign will use reasonable efforts to mitigate the effects of any such event.

## 19 Assignment

User will not assign any rights or delegate any obligations under this Agreement without the prior written consent of Send4Sign. Any attempted assignment in violation of this Agreement will be void. For avoidance of doubt, distribution to a third party of any part of the Service or software will not be deemed an assignment or transfer of any of your rights or obligations under this Agreement. Send4Sign may assign all or any part of its rights under this Agreement without your consent to any subsidiary, affiliate, successor in interest or other party through contractual assignment, merger, acquisition or otherwise. This Agreement will be binding upon the heirs, successors, legal representatives and permitted successors or permitted assigns of the Parties.

## 20 Severability and waiver

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Send4Sign or any third-party beneficiary to enforce the Agreements or any provision thereof shall not waive Send4Sign's or the applicable third party beneficiary's right to do so.

## 21 Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold Send4Sign harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any User Content; (3) any activity in which you engage on or through the Send4Sign Service; and (4) your violation of any law or the rights of a third party.